

Terms of use for Exchange Mail Hosting service

Definition of terms

- "Authorized User" means anyone who is authorized by the Provider to use the service.
- "Provider" is company SBB d.o.o, Bulevar Peka Dapčevića 19, 11010 Belgrade, Serbia.
- "Contract" means this Agreement or the terms of use and online form for ordering services through which the user agrees to the terms of use.
- "User" and "Provider" mean persons listed in the form and everyone who appears in SBB with the authorization from that person.
- "Internet" means global network for data transfer which consists of networks that are interconnected by TCP/IP protocol.
- "Service" means services of domain name registration, web hosting, e-mail, as well as any other services related to these or support services provided by SBB.
- "Basic monthly fee per mailbox" means standard fee per mailbox, as it is stated in pricelist.
- "Storage space" means total space used for all mailboxes and public folders for a particular account.
- "Account" means the user of service. This can be one or more mailboxes and usernames.
- "User Administrator" means one user per account who is authorized to access Control Panel in order to modify or cancel the service.

Duration

This Contract becomes effective on the date of completing online registration and shall be effective until terminated in accordance with this Contract.

Service providing

- SBB shall provide services in accordance with the terms of this Contract.
- SBB reserves the right to periodically change the technical service specification or suspend service due to maintenance or an emergency situation.
- User is responsible for ensuring appropriate hardware and software, as well as telecommunication equipment and services necessary to access and use SBB services. This Contract does not include provision of telecommunication services necessary to access the service or Internet.
- User is responsible for all actions and omissions of all authorized users of the service. Also, the User is responsible for any violation of rules and terms and conditions of this Contract made by any authorized user.

Security

- User is responsible for safety and proper use of all user names and passwords used for SBB services (including the regular password change) and must take all appropriate actions to ensure confidentiality, security, proper use and avoid disclosure to unauthorized persons.
- User must immediately notify SBB should there be any reason to believe that the username or password has become or may become known to anyone who is not authorized to use it or may use it illegally.
- SBB reserves the right to suspend username and password for service access should there be any reason to believe that there has been or may be a breach of security.
- SBB reserves the right to, at its sole discretion, requests from User to change any or every password related to the service.
- User must immediately notify SBB about each and every change of user information in comparison to the one received at the time of service registration.

Use of Service

- Service cannot be used by the user or authorized user as follows:
- falsely, for a crime or illegally in any other way;
- to send, receive, upload, download, use or reuse of any information or material that is offensive, inappropriate, defamatory or threatening, or in violation with trust, copy rights, trade marks, patents, privacy or any other right;
- to cause discomfort, inconvenience, or unnecessary anxiety;
- for deliberate or reckless transmission of electronic material (including viruses) through services which shall or may cause any damage of any degree to computing systems of SBB or any other Internet user;
- to send or provide unwanted advertising or promotional material, or to receive responses to any unwanted advertising or promotional material sent or used through the service by any third person or anything contrary to the acceptable use policies for connected networks.
- User cannot use any username or nickname which violates rights of any person or entity in accordance with the relevant trademark or name. SBB reserves the right to request the change of username or nickname and to either refuse to provide or suspend the service should there be, at SBB's sole discretion, a reasonable grounds to believe that the username or nickname have been or may be used for dishonest, offensive, defamatory, or inappropriate purposes, or that it violates the intellectual property rights of any person or entity.
- If the User, authorized user or any other person, with or without user permission, has used services contrary to the above mentioned items, SBB can consider that to be material breach of this Contract and demand compensation.
- Should SBB determine that the User is using services for bulk e-mail distribution and/or uses excessive bandwidth for bulk e-mail distribution, SBB reserves the right to:
- immediately suspend the account and the User must get written permission from SBB to send new e-mails
- impose extra charges for excessive use of bandwidth
- terminate the contract should the violation repeat.

Space allocation

- The size of mailbox is not limited by default. Administrator can limit individual mailboxes using Control Panel.
- The total space of User is the sum of space used for individual mailboxes and folders on that account. Therefore, the account with 10 mailboxes has 10x4GB (40GB) of total space by default.
- Users who wish to increase the total space during the invoicing period shall be proportionally charged in the next invoice. Thus, if the User pays the service for 6 months and if s/he wants to increase the storage space after the first month, s/he will receive an invoice for additional space until the end of a 6-month-period.

Data migration

- If SBB is performing the migration of existing user information to Exchange accounts, the administration service can be additionally charged. This will be decided on case by case basis, so contact us for more details. If it is decided that this service should be charged, after careful consideration, it will be charged according to our usual rate and the actual time our Exchange system administrators have spent on planning and migrating data.
- User will receive fixed offer for migration based on abovementioned prices which will be presented by the seller for a particular account. The official approval of this service is necessary from the authorized person for this Account before the migration can start.
- User will always get free advices about performing migration on their own.

Payment Terms and Conditions

- User hereby agrees to pay for all provided services according to SBB's current prices listed in the pricelist. SBB can periodically change the prices and it will notify all Users by e-mail (the e-mail will be sent to the account administrator).
- User hereby agrees to pay SBB within 7 days from the day s/he receives an invoice for additional expenses accrued during previous month.
- User acknowledges that the account shall not be activated and no actions shall be taken regarding additional services until SBB receives the payment.
- New mailboxes will be created by account administrator using Control Panel and will be subject to payment for minimum 30 days.
- If the User wants to decrease the number of mailboxes below the number listed in the initial order form, SBB must be notified about it 30 days in advance, in written form or by fax on the memo authorized for that account.

Compensation of Damages

- User hereby agrees to compensate all the damages and to protect SBB from any claim from the third person resulting from use of services or user in terms of all losses, costs, actions, claims, damages, expenses (including legal expenses) or liabilities which have occurred in SBB due to breach or violation of this Contract by the User.
- User is obliged to pay all expenses, damages, awards, compensations (including reasonable legal expenses) and verdicts against SBB, which arise from the above mentioned claims, and to notify SBB about such claim, and give SBB full power to defend itself, negotiate or resolve such claims and provide full assistance at User's cost.
- This Article shall remain effective for three years after the Contract termination date.

Confidentiality

- SBB will keep confidential all information it receives from the User during registration of service or by any other means based on this Contract and shall not disclose such information to any other person (except its employees, contractors or professional advisors, i.e. associates of SBB who are required to know such information) without User's consent. This Article shall not be applied to:
 - any information which was disclosed in any other way, but breach of the Contract;
 - information that the receiver has legally obtained in terms of this Contract;
 - information received from third person who is authorized to disclose such information;
 - information that the Party must disclose, and if the Party doesn't do so, such disclosure can be legally requested, or
 - information that was provided by SBB in anonymous, non-personal form before disclosure.

This Article shall remain effective for two years after the Contract termination date.

Limitation of Liability

- SBB shall provide the service of the highest level of quality with reasonable guarantees. It is technically impossible to provide the service fault-free and SBB cannot guarantee that either. But, SBB will put maximum effort to resolve reported problems as soon as possible.
- SBB takes unlimited responsibility for personal damages caused by negligence.
- SBB shall not be responsible to the User, in terms of this Contract, or delict (including negligence) or in any other way directly or indirectly for profit losses, business or expected savings, nor any other indirect or consequential losses or damages, or for data destruction.
- SBB's responsibility towards the User in terms of this Contract, delict (including negligence) or in any other manner is limited to the amount the User has paid for services for a twelve-month period.
- SBB excludes liability of any kind in respect of any material on the Internet, which can be accessed using the service and shall not be responsible in any way for any goods (including software) or third-party-services which are advertised, sold or in any other way available on the Internet.
- SBB is not responsible toward the User in terms of this Contract, delict (including negligence) or for any other actions or omissions of other providers of telecommunication and Internet services (including domain name registration) or faults and problems of their equipment.
- Each provision of this Contract, excluding or limiting liability, is a separate provision. Should any part be considered unreasonable or non-applicable by the Court, other provisions shall remain effective.

Situations beyond SBB's control

If SBB fails to fulfill its obligations in terms of this Contract due to situations beyond its control, such as lightning, flood, extremely difficult weather conditions, fire, explosion, war, revolution, industrial strikes (no matter if its employees are included or not), or any enactments of local or central government, or any other competent body, or any event beyond reasonable control of SBB's providers, SBB shall not be considered liable for such failure.

Domain Names

- User acknowledges and guarantees that s/he is the owner, i.e. properly authorized by the owner, to use any mark or name requested as the user name.

- User acknowledges that SBB cannot guarantee that every name requested by the User shall be available or approved.
- SBB reserves the right to ask the User to choose a different name and may suspend the service if, at SBB's sole discretion, there are reasonable grounds for SBB to believe that the User's current choice of name is, or may be, contrary to provisions of this Contract or Law.
- If the service includes the registration of Internet domain name the User accepts and agrees with the following:
- SBB doesn't claim nor guarantees that every domain name used by the user or for him/her shall be available for registration or that by doing so, the rights of a third person shall not be infringed. Thus, the User should not take any actions regarding domain name until s/he is notified that the requested domain name is registered and SBB shall not take responsibility for such actions taken by the User.
- Domain name registration and its use by the User are subject to the terms and conditions set by the relevant bodies and the User hereby obliges to SBB that s/he will comply with such terms and conditions. User hereby irrevocably waives any claims s/he may have against SBB for any decisions made by the above mentioned body which refuses to register domain name and, without any limitation, the User acknowledges and accepts that the refunds for domain name registration shall be given at sole discretion of SBB's management.
- SBB shall take no responsibility for the use of domain name by the User and any dispute between the User and a third party about domain name must be resolved between interested parties and SBB shall take no part in such dispute. SBB reserves the right to suspend or cancel particular services at its sole discretion, should it become aware of such disputes, and/or to forward such information to the appropriate body, should SBB deem that as necessary.
- Each IP address SBB assigns to the User shall remain solely in SBB's possession and the User shall have nontransferable permission to use that address for the duration of the Contract. Should this Contract be terminated for any other reason, the license for IP address shall automatically be terminated and shall no longer be used.
- Notwithstanding the above mentioned, User and SBB agree to incorporate the ICANN (Internet Corporation for Assigned Names and Numbers) policies for disputes for unique domain names as part of this Contract and that such policies are legally binding for both User and SBB regarding all registration of .com, .net, and org.top domain names of the highest level.

Contract Termination

- Each Party has the right to terminate the Contract in case the other Party fails to fulfill its obligations in terms of this Contract with 30-day notice in writing sent to the other Party.
- Except in case listed in Item 1 of this Article, User has the right to unilaterally terminate the Contract only after the end of the first contracting period, with 90-day notice in writing sent to SBB.
- Provider reserves the right to unilaterally terminate the Contract at any point in time, with 90-day notice in writing sent to the User.
- If the daily information flow between the User and the Provider starts to affect the Provider's network and operations of other Provider's customers, and/or if the User's equipment negatively affects equipment of Provider or other customers, Provider shall send the User a Warning that his/her account shall be suspended within 24 hours should the problem not be resolved in meantime. If the User doesn't accept the given instructions within given time period, Provider reserves the right to suspend the service for maximum 10 days, and then unilaterally terminate the Contract without any previous notice if the User in the meantime doesn't establish proper equipment functioning and maintain daily information flow within limits acceptable for the Provider.
- Written termination notice in all cases is only letter on company memo, stamped and signed by the authorized person or if the User is an individual with the copy of person's ID.
- In all cases of Contract termination, regardless of the cause, the User is obliged to pay all outstanding fees in accordance with the provisions of this Contract.
- Contract can be terminated and stop being effective at any point in time in case of bankruptcy, liquidation or any other similar procedure which can lead to termination of operations of any of the Parties, or on the date the Party loses its business license.

Contract Changes

SBB can change terms and conditions of this Contract at any point in time, but must inform the User 30 days in advance.

Obligations

Neither party can assign or transfer any of its rights and obligations arising from this Contract, without a written consent of other Party.

Notifications

Communication or notification of Parties about all matters important for execution of this Contract shall be given solely in written form, which includes sending notifications by e-mail and publishing them on the website of the Provider, except in cases of changes of fees, termination notice and changes of terms and conditions of the Contract.

It shall be considered that the e-mail notification was delivered to the User on the date the e-mail is sent to the address listed for such purposes.

Jurisdiction and applicable law

Disputes arising from this Contract the Parties shall resolve peacefully and if they are unable to do so, the competent court is court in Belgrade.